



Agro-Chemical and Food Company Limited

TENDER FOR

PROVISION OF GRASS-CUTTING SERVICES

FOR THE PERIOD JULY 1, 2019 – JUNE 30, 2020

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Agro-Chemical and Food Company Limited

INVITATION TO TENDER

TENDER NO.ACFC/HR/05/2018/9: PROVISION OF GRASS-CUTTING SERVICES (RESERVED)

Agro-Chemical and Food Company Limited (ACFC) invites interested and competent bidders to apply for Provision of the services listed for initial period of one year starting **July 1, 2019** and ending **June 30, 2020** with provision for renewal for another one year subject to satisfactory performance.

Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below during normal working hours.

- Supply Chain Office at Muhoroni Factory –Telephone: 020-2334180/1 and 020 2334020 /1, or Mobile: 0722 205 448 and 0734 242 871

A complete set of tender documents may be obtained downloading free of charge from the company's website: www.acfc.co.ke or www.tenders.go.ke. Those who download the document are required to forward their particulars to purchasing@acfc.co.ke before the closing date for records and for the purposes of receiving any further clarifications and/or addendums.

Prospective tenderers are invited for site visit on **Wednesday 15th May 2019** at **10.30am** to verify details and scope of services prior to bidding.

Completed tender documents in plain sealed envelopes clearly marked with the appropriate **Tender Number & Name of service** applied for, and the words **“DO NOT OPEN BEFORE 22ND MAY 2019 AT 12.30 P.M.”** and be deposited in the tender box at the entrance to the main administration block at the Factory in Muhoroni or be addressed to:

The Resident Director and Chief Executive
Agro-chemical and Food Company Limited
P.O. Box 18 – 40107
Muhoroni, Kenya

To be received on or before **12.30 pm on Wednesday 22nd May 2019.**

Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend the opening at the ACFC Training Centre at the factory in Muhoroni.

Late bids will not be accepted.

www.acfc.co.ke

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1** This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate in the tender unless where specially allowed under the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed KShs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i. Instructions to tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirements
 - v. Details of service
 - vi. Form of tender
 - vii. Price schedules
 - viii. Contract form

- ix. Confidential business questionnaire form
- x. Tender security form
- xi. Performance security form
- xii. Principal's or manufacturers authorization form
- xiii. Declaration form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with clause 2.9 & 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.11 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 The tender security may be forfeited:
- a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - b) In the case of a successful tenderer, *if* the tenderer fails:
 - i. to sign the contract in accordance with paragraph 30
 - or**
 - ii. to furnish performance security in accordance with paragraph 31.
 - c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- a) be addressed to the Procuring entity at the address given in the invitation to tender
 - b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 22ND MAY 2019 AT 12.30 P.M."**
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **22ND MAY 2019 AT 12.30 P.M.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5.3, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.30hrs on 22nd May 2019** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in clause 2.22.4 and in the technical specifications:

- i. operational plan proposed in the tender;
- ii. deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to clause 2.22.3 the following evaluation methods will be applied:

a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to clause 2.11, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to clause 2.27 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been

determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of clause 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to Tenderers	Particulars of Appendix to Instructions to Tenderers																											
2.1	Particulars of eligible tenderers: Firms offering cleaning/grounds maintenance services registered in Kenya.																											
2.2.2	Price charged for tender documents: KShs. 1,000 for those who purchase the tender document directly and free for those who download the document																											
2.10	Particulars of other currencies allowed: None																											
2.11	Particulars of eligibility and qualifications documents of evidence required: as specified in clause 2.22																											
2.12.1	Particulars of tender security if applicable: None																											
2.12.4	Form of Tender Security: N/A																											
2.13	Tender Validity: 90 days from tender opening date																											
2.14.1	Copies of tender documents to be submitted: an original and one copy																											
2.16.1	Address of receiving tenders: completed tender documents should be deposited in the tender box provided at the entrance to the main administration block at the factory in Muhoroni or be addressed to: The Resident Director & Chief Executive Agro-Chemical and Food Company Ltd. P.O. Box 18 – 40107 Muhoroni, Kenya Submission dateline: Wednesday 22nd May 2019 at 1230hrs.																											
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Resident Director & Chief Executive's office																											
2.18.	Opening time: at 12.30pm on 22nd May 2019. Opening venue: ACFC Training Centre at the factory in Muhoroni																											
2.22	Evaluation and comparison of tenders: the following evaluation criteria shall be applied notwithstanding any other requirement in the tender document. a. Mandatory requirements The following requirements must be met by the tenderer <table border="1"> <thead> <tr> <th>No.</th> <th>Requirements</th> <th>Responsive/ Non-Responsive</th> </tr> </thead> <tbody> <tr> <td>A1</td> <td>Certificate of Incorporation/Registration</td> <td></td> </tr> <tr> <td>A2</td> <td>Copy of Valid Tax Compliance Certificate</td> <td></td> </tr> <tr> <td>A3</td> <td>Duly completed Price Schedule in the format provided</td> <td></td> </tr> <tr> <td>A4</td> <td>Duly completed Form of Tender in the format provided</td> <td></td> </tr> <tr> <td>A5</td> <td>Duly completed Confidential Business Questionnaire in the format provided</td> <td></td> </tr> <tr> <td>A6</td> <td>Duly completed Self-Declaration Form in the format provided</td> <td></td> </tr> <tr> <td>A7</td> <td>A copy of valid AGPO certificate from the National Treasury</td> <td></td> </tr> <tr> <td>A8</td> <td>Duly Signed Site Visit Clearance Certificate</td> <td></td> </tr> </tbody> </table> <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further</p>	No.	Requirements	Responsive/ Non-Responsive	A1	Certificate of Incorporation/Registration		A2	Copy of Valid Tax Compliance Certificate		A3	Duly completed Price Schedule in the format provided		A4	Duly completed Form of Tender in the format provided		A5	Duly completed Confidential Business Questionnaire in the format provided		A6	Duly completed Self-Declaration Form in the format provided		A7	A copy of valid AGPO certificate from the National Treasury		A8	Duly Signed Site Visit Clearance Certificate	
No.	Requirements	Responsive/ Non-Responsive																										
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Instructions to Tenderers	Particulars of Appendix to Instructions to Tenderers		
	b. Technical score		
	This section will be marked out of 100 points and will determine the technical score		
	S/No.	Evaluation Attribute	Weighting Score
	B1	Submit organizational profile, general structure & communication channel with details of responsibility for at least two (2) key staff. (<i>attach CVs & certificates</i>)	Organizational profile (<i>5Mks</i>) Organizational Structure (<i>5Mks</i>) Copies of CVs & Certificates for the two(2) key staff (<i>5Mks</i>) Communication Channel (<i>5Mks</i>)
	B2	Provide details of physical location of offices & service facilities, including contacts for ease of communication (<i>attach evidence</i>)	Details of physical location and address (<i>2mks</i>) Email & phone contacts (<i>2mks</i>) Contact Person (<i>1mk</i>)
	B3	Detailed list and contact details of previous/ existing corporate clients accompanied with reference letters on official letterheads	List of details of clients (<i>1mks</i>) At least two Reference letters (<i>each 2mks</i>)
	B4	Bank Reference Letter/Letter of Credit and Bank Statement for the last six (6) months	Bank Reference Letter (<i>5mks</i>) Bank Statement for the last six (6) months (<i>5mks</i>)
	B5	Provide details of relevant equipment & Tools that shall be assigned to ACFC during the contract period.	Provide details including proof of ownership
	B6	A written declaration that the service provider shall comply with all Labour Laws and the Minimum Wage Regulations during the entire contract period	Written Declaration signed by the directors
	B7	No. staff to be deployed directly to ACFC for the contract execution	At least 12 people (<i>1mk for each person</i>)
	B8	Provision of Personnel Protective Wear (PPEs)	List of PPEs to be provided (<i>3mks</i>) Provide evidence & commitment (<i>7mks</i>)
	B9	Details of Staff welfare Programmes in Place e.g. Trainings, Medical Cover, Staff Loans/Advances etc.	Provide evidence
	B10	Validity of the tender	ACFC requirement 90days
	B11	Credit Facility offered to ACFC	At least 30days
	B12	Document Presentation	Well-organized & properly bound (<i>5mks</i>) Well serialized including attachments (<i>5mks</i>)
	B	TOTAL (Pass-Mark: 70%)	100
Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.			

	<p>c. Financial Evaluation</p> <p>The tender sums Quoted by the bidders will be compared and the lowest responsive bidder will be recommended for the contract award.</p> <p>Note: the sums Quoted shall be as submitted by the respective bidders in their Forms of Tender</p>
2.24	Particulars of post-qualification if applicable: ACFC may inspect the tenderers' premises to confirm details
2.7	Particulars of performance security if applicable: 2.5% of contract sum
Notes:	<p>The successful bidder shall be required to provide the following prior to engagement:</p> <ul style="list-style-type: none"> i. GPA/WIBA cover for employees and their agents ii. Contractual Obligation/Indemnity Cover
Others as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

- 3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right’s

- 3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 **Inspections and Tests**

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 **Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 **Prices**

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 **Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 **Termination for Default**

3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 **Termination of insolvency**

3.11.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 **Termination for convenience**

3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 **Resolution of disputes**

3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 **Governing Language**

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 **Force Majeure**

3.15.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 **Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.17 **Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 2.5% of contract sum
3.7	Specify method of payments: Payments to be made on a monthly basis after the services have been rendered.
3.8	Specify price adjustments allowed: None
3.14	Specify resolution of disputes: Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law: Laws of Kenya
3.17	Indicate addresses of both parties Procuring entity: The Resident Director & Chief Executive Agro-Chemical and Food Company Ltd. P.O. Box 18 – 40107 Muhoroni, Kenya Contractor:
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 STANDARDS

5.1.1 SERVICES

ACFC intends to contract a professional cleaning/grounds maintenance firm to provide grass-cutting services as specified in the Description of Services for a contract period of one year

5.1.2 SCHEDULE OF GRASS-CUTTING

Tentatively, the Contractor will be expected to engage in grass-cutting services from 6.00 a.m. in the morning to 4.00 p.m. in the evening during weekdays. General grass-cutting will also be done on Saturdays as and when required between 7.00 a.m. to 1 p.m.

The actual timetable for weekly activities will however be agreed with the successful contractor. A roster of activities undertaken weekly should be kept.

5.1.3 EQUIPMENT AND TOOLS

The Contractor will be expected to use own equipment & tools in providing the services and provide work materials in quantities and of quality to ensure efficient and uninterrupted performance of duty.

5.1.4 STAFF

5.1.5 The Contractor will be expected to deploy a minimum of twelve (12) staff with not more than eight (8) being of the same gender daily.

5.1.6 UNIFORM AND BADGES

5.1.7 The Contractor will provide the staff with uniform/protective gear and identification badges which they will be required to put on all the times when they are working for ACFC.

5.1.8 TERMS AND CONDITIONS OF EMPLOYMENT

5.1.9 Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the Labour Laws of Kenya. ACFC will be at liberty to confirm compliance to this from whatever source.

5.1.10 GENERAL

Age of employees

Aged between 21 and 55 years

Vetting

The successful contractor should have thorough knowledge of employees' background and must provide certificates of good conduct before engagement

Adequate Personnel

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

5.2 MANDATORY REQUIREMENTS FOR BIDDING

5.3 MANDATORY REQUIREMENTS FOR BIDDING

- 5.3.1 A copy of Certificate of Incorporation/Registration.
- 5.3.2 Current Tax Compliance Certificate.
- 5.3.3 Proof of NSSF & NHIF registration
- 5.3.4 Duly completed Confidential Business Questionnaire in the format provided
- 5.3.5 Duly Completed & Signed Form of Tender in the format
- 5.3.6 Duly Completed & Signed Price Schedule in the format
- 5.3.7 Duly Completed & Signed Self-Declaration Form in the format provided
- 5.3.8 Duly Completed, Signed & Stamped Site Visit Clearance Certificate
- 5.3.9 AGPO Registration Certificate from the National treasury
- 5.3.10 Copy of Form CR12 **or** Partnership Deed **or** National Identification Card for Limited Companies, Partnerships or sole Proprietors respectively.
- 5.3.11 Evidence of Physical Address and premises. (Attach copies of utility bills e.g. electricity/water or lease agreement/title deed). ACFC may visit the premises to ascertain existence and capability to deliver the services applied for.
- 5.3.12 Bank Reference Letter and Certified Bank Statements for the last six months.
- 5.3.13 A written commitment by the bidder that he/she shall comply with all the Labour Laws and the Minimum Wage Regulations during the entire contract period
- 5.3.14 The applicant shall submit documents that are current and valid. All documents submitted as copies shall be certified as true copies of originals.
- 5.3.15 Prospective tenderers are invited for site visit on **Wednesday 15th May 2019 at 10.30am** to verify details and scope of services prior to bidding. Each prospective bidder to ensure the Site Visit Clearance Certificate is completed and signed by the ACFC's representative to evidence the site visit.

NOTES:

1. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.
2. The successful bidder shall be required to provide the following documents prior to engagement
 - Valid Work Injury Benefit (WIBA) /Group Personal Accident (GPA) policy
 - Valid copy of Contractual Liability Insurance Policy cover

SECTION VI: DESCRIPTION OF SERVICES

6.1 SCOPE

- i. Cut and mow grass to acceptable height
- ii. Raking cut grass
- iii. Pruning trees, flowers and hedges
- iv. Gardening at the Resident Directors Compound
- v. Develop and maintain a tree nursery.
- vi. Plant and tend K-Apple fences within Factory, school and housing premises

These jobs shall be undertaken in the following areas:

- i. Road Triangles, Road sides and Housing Estates; Housing Estates that includes A, B, C, D, E, & Uni-Erectors quarters, Shenoy estate and School compound – (approximately 22.958 hectares)
- ii. Factory premises and ETP site 1– (approximately 12.360 hectares)
- iii. River Pump Station – (approximately 0.1619 hectares)
- iv. Lagoon & Effluent Streamlines areas – (6.23 hectares)

6.1.1 EFFLUENT TREATMENT PLANT SITE & EFFLUENT STREAMLINE SCOPE

Effluent Treatment Plant means the whole area covering the place where wastewater and treatment machines are installed, and the biogas processed and Effluent Streamline. The area covers approximately 4 acres.

6.1.2 RIVER PUMP SCOPE

Means the area covering Procuring Entity's Water Pump and River Pump channel, which covers approximately 3 acres.

6.1.3 HOUSING, SCHOOL, HIGHWAYS, ROAD TRIANGLES & THE LAGOON SCOPE

Means the areas covering housing estates namely:

- i. A, B & C Quarters
- ii. New & Old 'E' Quarters
- iii. The Members Club area
- iv. Uni-Erectors camp
- v. Gym compound
- vi. Old & New 'D' quarters and the school compound including the areas surrounding the fences and the school field.
- vii. The highway means all the sides of the roads within the estates and the highway from estates to the factory.

- viii. The road triangles mean the area within the factory junction leading to the entrance from Kericho-Muhoroni roads.
- ix. The lagoons mean the area around the Company lagoons and the sludge ponds. The surrounding shall be kept clean by regular cutting of grass.

6.1.4 GARDENING AT RESIDENT DIRECTORS COMPOUND APPRX.1 ACRE SCOPE

This means:

- i. Digging and tilling of the farm.
- ii. Controlling the spread of diseases in plants and crops.
- iii. Watering of crops, plants and grass during the dry season.
- iv. Ensuring that vegetables are available throughout the year.
- v. Tending of fruits.

6.1.5 PRUNING OF FLOWERS & TENDING OF TREES

6.1.6 This means all that area covered in section 2.1. However, this does not cover planting of new trees or erecting of new fences.

6.2 THRESHOLD TO BE SPECIFIED IN THE TENDER DOCUMENT:

6.2.1 CV's of key professional and technical personnel.

6.2.2 Recommendations from at least four (4) past/existing co-operate bodies.

6.3 OTHER CONSIDERATIONS:

6.3.1 Must have at least five years proven experience with corporate organizations.

6.3.2 Physical evidence of availability of the following equipment, tools and PPE's for work:

- a. Two heavy duty lawn Mowers
- b. Two heavy duty Bush Cutters
- c. Four Jembes
- d. Three Pangas
- e. Two Fork Jembes
- f. Ten slashers
- g. Twenty Sharpening files
- h. Rubber and leather Hand gloves
- i. Secateurs
- j. Gumboots
- k. Overalls
- l. Four Rakes

6.3.3 Prepare daily and weekly work plans and ensure effective supervision for delivery of service.

6.3.4 Should prepare sound work plan that should strictly be adhered to.

6.3.5 Should engage not less than 12 able bodied employees per day for effective and timely delivery of the services.

Note: The prospective bidder should undertake proper survey of all areas of assignment before bidding.

QUALIFICATION AND EXPERIENCE

Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data.

Position	Qualification	Years of experience in proposed position/jobs
Supervisor		
Any other		

Note: The Supervisor must at least be a KCSE Certificate holders with proven Interpersonal and Communication Skills.

SECTION VII- STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender:** This form must be completed by the tenderer in the format provided and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer and rubberstamped.
2. **Price Schedule Form:** This form must be completed by the tenderer in the format provided and submitted with the tender. It must also be duly signed by duly authorized representatives of the tenderer and rubberstamped.
3. **Contract Form:** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form:** This form must be completed by the tenderer in the format provided and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer and rubberstamped.
5. **Format of Tender Security Instrument:** When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
6. **Performance security Form:** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **List of clients:** This form must be completed by the tenderer in the format provided and submitted with the tender documents. It is to be accompanied with the relevant reference letters.
8. **Site visit clearance certificate:** This form must be signed by both the procuring entity's and tenderer's representatives during the site visit. The signed form is to be submitted by the tenderer with the tender documents.
9. **Self-Declaration Form:** This form must be completed by the tenderer and submitted with the tender documents.

7.1 FORM OF TENDER

To: The Resident Director and Chief Executive
Agro Chemical and Food Company Ltd
P.O Box 18 – 40107
Muhoroni

Dear Sir,

Having Examined the Bidding Documents Including Addenda Nos _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide canteen services in conformity with the said bidding documents for the sum of _____
_____ VAT inclusive.

Or such other sums as may be ascertained in accordance with the schedule of rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the said services in accordance with the schedule specified in the Schedule of Assignment.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the Due Performance of the contract, in the form prescribed by the employer.

We agree to abide by this tender for a period of **90** days from the date fixed for tender opening under clause 2.13 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We have not been debarred by the Government of Kenya under Kenyan Laws from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this tender.

We certify that we comply with the eligibility requirements as per clause 2.11 of the tender documents.

Dated this _____ day of _____ 2019

[Name & Signature] *[in the capacity of]*

Duly authorized to sign tender for and on behalf of _____

7.2 PRICE SCHEDULE OF SERVICES

All the Tenderers should give charges as per the listed areas of operation covered under “tender specifications” in clause 6.1.

Location	Activity/work area	Quantity	Unit Price Per Month	Total Price Per Month	16% VAT	Grand Total Per Month
ACFC as per the tender specifications in clause 6.1						
Total price per month (summation of all sub-totals)						
Total price per annum (Total price per month x 12months)						
Amount in words:						

Proposed credit period: _____ days.

TENDERER _____

Signature _____

Date _____

Rubber Stamp

7.3 CONTRACT FORM

THIS AGREEMENT made the ____day of _____2019 between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Tender Form and the Price Schedule submitted by the tenderer;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract; and
 - f. the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of_____.

7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applies to your form of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name
Location of Business Premises
Plot No, Street/Road
Postal address Tel No(s)
Fax Email
Contact Person(s).....
Registration Certificate No.
Name of your bankers
Branch
Note: This is a requirement for every purpose of easy location and all communications.

	Part 2 (a) – Sole Proprietor			
	Your name in full.....			Age.....
	Nationality.....			Citizenship details
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date: Signature of Candidate			

7.5 TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provision of [name and/or description of the services] (hereinafter called “the Tenderer”)

KNOW ALL PEOPLE by these presents that WE..... of.....having registered office at [name of procuring entity] (hereinafter called “the Bank”)are bound unto..... [name of procuring entity](hereinafter called “the procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2019.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Date]

[Signature of Guarantor]

[Witness]

[Seal]

(Amend accordingly if provided by Insurance Company)

7.6 PERFORMANCE SECURITY FORM

To:
[name of the Procuring entity]

WHEREAS.....[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____20____ to supply..... [Description services] (Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.7 LIST OF CLIENTS

Indicate the details of organizations where you have undertaken/are undertaking services of similar nature where the contract sum is at least KShs. 100,000 per month in the format given below.

S/No.	Contact Information	Details
1.	Name of Company	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
2.	Name of Company	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
3.	Name of Company	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
4.	Name of Company	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
5.	Name of Company	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **Stamped** by the relevant officer(s).

The reference letter **MUST** be on the organization's letterheads.

7.8 SITE VISIT CLEARANCE CERTIFICATE



**AGRO CHEMICAL AND FOOD COMPANY LIMITED
PROVISION OF GRASS-CUTTING SERVICES**

This is to certify that M/s. _____ have visited and inspected the Agro Chemical and Food Company premises as required by this tender.

ACFC Representative

Name: _____

Signature: _____

Date: _____

Tenderer's Representative

Name: _____

Signature: _____

Date: _____

SELF-DECLARATION FORM

A. ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*) declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of ACFC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That ACFC may have.

Name: Signature: Date:

Company Seal / Business Stamp

B. ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name: Signature: Date:

Company Seal / Business Stamp

C. NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name: Signature: Date:

Company Seal / Business Stamp